

# **WEBSTER OFFICE OF COMMUNITY DEVELOPMENT**

## **REQUEST FOR PROPOSALS AND QUALIFICATIONS for ADMINISTRATIVE ASSISTANT / BOOKKEEPER SERVICES**

The Webster Redevelopment Authority's (WRA) Office of Community Development (OCD) is seeking a full-charge bookkeeper or bookkeeping services and office assistant on a part-time basis to work under the direction of the Program Director to assist with the Town's Massachusetts CDBG Program grants. These services are being procured in anticipation of the Town being awarded a FY 2014 Mini-Entitlement (ME) Program grant. The services requested here would also be extended to include additional (future) CDBG grants that the town may receive and administer during the performance period described below.

Specific duties include posting to and maintaining all grant financial transactions, as well as Miscellaneous and Program Income, loan repayments to the OCD from prior activities; cash control registers; general ledgers; activity and contract registers; preparation of grant fund draws (claims) and disbursements; and reconciliation of accounts with other Town finance offices. Additional duties include establishing and maintaining grant administrative and programmatic records, preparation of contracts and other documents, client intake and eligibility determination and general office support functions. Minimum qualifications are successful experience in computer-based, full-charge bookkeeping and Microsoft Office®. Experience with financial management using the Intelligrants® CGMM, Mass CDBG or other federal grants is also required. These services can be provided on a flexible, but fixed schedule, estimated at an average of 15-20 hours per week. These services will be provided on a contract basis. The total amount available for these services is \$18,200, even if they are extended beyond the expected grant completion date, which is currently projected to be December 31, 2015.

The services requested herein will commence on or about September 1, 2014, and shall continue for an estimated fifteen (15) months, or until the completion of the FY 2014 grant. The commencement date may be either earlier or later than the date above, depending on the date of the actual grant award to the Town.

Letter proposals with qualifications should be sent to: Office of Community Development, Webster Municipal Building, 350 Main Street, Webster, Massachusetts, 01570 by 4:00 PM, Thursday, August 14, 2014. One original and two copies should be submitted. To be considered complete, proposals/letters of interest should provide the following: resume or other form of information that lists experience and qualifications, references, date of availability, total hours and hours per day available on a weekly basis, level and method of compensation (see below), and completed certifications (*2 attached*).

This Request for Proposals and Qualifications (RFPQ) is being issued in accordance with the provisions of MGL c. 30B, the Uniform Procurement Act. Specifically, in addition to the information required above, the proposal must address how the respondent meets both the "Minimum" and "Comparative" Evaluation Criteria that follow at the end of this RFP. The contract resulting from this RFP will also be subject to the CDBG General Provisions found in *Exhibit A*.

In accordance with c.30B, proposals are first to be evaluated on the basis of qualifications only -- without regard to the fee or compensation being proposed. Only following the evaluation and ranking of the qualifications will the fee (price) proposal be opened and considered as a factor in the contract award.

For this, fee will be a factor if the evaluation of proposals finds that competitors' qualifications are closely ranked but the difference in proposed fee makes one proposal clearly advantageous over the other. *Proposers **must** provide its proposed fee or level of compensation in a sealed envelope that is separate from the other information requested*, in order to permit the Town to conduct its review and evaluation of qualifications before seeing the fee/compensation proposal. The envelope containing the fee/compensation proposal should so be so identified so as to prevent being opened inadvertently. The proposed fee should be quoted on an hourly or weekly rate basis.

Questions relating to these services should be directed in writing to Ms. Carol J. Cyr, Director, Office of Community Development, at the address above, or by e-mail to [ccyr@webster-ma.gov](mailto:ccyr@webster-ma.gov). All questions should be received no later than 4:00 PM, Monday, August 4, 2014. The Town will respond to all questions in writing (either by fax or email) by the end of business day on August 7, 2014

The funding for these services will be from the Town's FY 2014 Massachusetts CDBG Program Mini-Entitlement grant and will be subject to the continued availability of these funds. Submissions are encouraged from Section 3, small, women- or minority-owned and/or disadvantaged persons or firms. The Webster Redevelopment Authority and the Town of Webster is an AA/EEO Employer.

### **Evaluation Criteria**

All proposals submitted to the Town shall be reviewed and evaluated in accordance with MGL c. 30B, which requires that the procuring agency establish both "minimum" and "comparative" evaluation criteria. All proposals must meet the minimum evaluation criteria in order to be considered further. Proposals that meet the minimum criteria shall then be evaluated against the comparative evaluation criteria. The proposer shall be responsible for providing adequate information in its proposal to enable the Town to complete its evaluation of both Minimum and Comparative Evaluation Criteria.

#### **Minimum Evaluation Criteria**

1. The Proposer demonstrates a minimum of one (1) year of office support work experience that includes both general administrative assistance and financial management/bookkeeping responsibilities.
2. The Proposer demonstrates experience and competence in using personal computers, including use of the internet, computer word processing, spreadsheet and/or bookkeeping/accounting applications.
3. Either through direct work experience, education/training, references or in other ways, the Proposer is able to demonstrate that it possesses interpersonal skills that are favorable to "customer relations," e.g., the ability to interact in a courteous, patient and positive manner with the public.

#### **Comparative Evaluation Criteria**

1. The Proposer demonstrates requisite office support and financial management/bookkeeping experience.

*Highly advantageous:* Three (3) or more years of comparable office work experience using computer-based word processing and spreadsheet applications, demonstrated experience and competence in using Intelligrants<sup>®</sup> CGMM, and largely favorable references from past employers or clients.

*Advantageous:* More than 1 but less than 3 years of comparable office work experience using computer-based word processing, spreadsheet and bookkeeping applications, demonstrated experience and competence in using Intelligrants<sup>®</sup> CGMM, and largely favorable references from past employers or clients.

*Not advantageous:* More than 2 years of comparable office work experience, including the use of computer-based word processing, spreadsheet and accounting/bookkeeping applications, and largely favorable references from past employers or clients, but with no experience or competence in using Intelligrants<sup>®</sup> CGMM.

*Unacceptable:* Less than 3 years of comparable office work experience, little to no experience with computer-based word processing spreadsheet and/or bookkeeping applications and no knowledge or experience in using Intelligrants<sup>®</sup> CGMM.

## 2. Interpersonal skills

*Advantageous:* At least 1 year's prior work experience that includes regular interaction with a diverse type of "customers" or clients with a demonstrable or "provable" record of such experience, as established through employer and/or customer/client references and/or a personal interview.

*Not advantageous:* Some, but less than 1 year's, prior work experience that includes regular interaction with a diverse type of "customers" or clients with a demonstrable or "provable" record of such experience, as established through employer and/or customer/client references and/or a personal interview.

*Unacceptable:* No prior work experience that includes regular interaction with a diverse type of "customers" or clients that can be demonstrated or "proved" through employer and/or customer/client references and/or inadequately developed interpersonal skills as indicated through a personal interview.

## **General Provisions**

- The Town of Webster reserves the right to reject any or all proposals, to solicit new ones, and/or to award contracts as it deems to be in its best interest.
- All proposals shall become the property of the Town of Webster and are public records.
- The selected proposer shall be expected to comply with all applicable State and Federal laws in performance of services.
- Unless specifically prohibited by the proposer, the Town has the right to disclose information contained in proposals.
- The selection of a successful proposer shall be made without regard to race, color, sex, age, religion, political affiliation, marital status, handicap status, or national origin.
- The Town of Webster is an Affirmative Action/Equal Opportunity Employer. The Town encourages quotations from qualified Section 3, D/M/WBE firms. Although no affirmative action hiring goal has been placed on this contract, the Town will look favorably on proposals that include such participation.
- All contracts resulting from this solicitation may be subject to review and approval by DHCD/Massachusetts CDBG Program and are governed by the requirements of that Program, including the provisions found in "Attachment A" at the end of the RFPQ.

### **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

By: \_\_\_\_\_  
(Authorized Signature & Title)

\_\_\_\_\_  
(Name of Firm or Individual)

\_\_\_\_\_, 2014  
(Date)

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### **CERTIFICATION OF TAX COMPLIANCE**

Date: \_\_\_\_\_, 2014

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
(Printed Name of Firm or Individual)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print/Type Name & Title)

Federal ID or Social Security #: \_\_\_\_\_

**GENERAL PROVISIONS**  
**APPLICABLE TO USE OF CDBG FUNDS**

1. **RETENTION OF RECORDS:** The Contractor shall maintain in accordance with 24 CFR Part 85, and any DHCD regulations, procedures or guidelines, those books, records and any other documents, including but not limited to payroll records, accounting records, and purchase orders, that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant outlays and income. The Contractor shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

2. **ACCESS TO RECORDS:** The Contractor shall make all books, accounts, records, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by the Town, DHCD, their authorized representatives, authorized representatives of HUD, the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the U.S. General Accounting Office. The Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the Contractor which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

3. **TERMINATION:**

3.1. **For Cause.** If either party breaches any material term or condition of the Contract, or fails to perform or fulfill any material obligation required by this Contract, the Contract may be terminated or suspended by providing the other party with prior written notice of termination or suspension (7) calendar days before the effective date of termination or suspension. This Contract can be terminated immediately in the event of the criminal participation in fraudulent activities, or in the event that The Contractor files for bankruptcy.

3.2. **Emergency.** The Town/DHCD may immediately terminate or suspend this Contract, without penalty, if the Town/DHCD determines that an unanticipated emergency situation exists, through no fault of the Town/DHCD, which by law mandates immediate action to protect state or federal funds, property or persons, or to remedy damages which have already occurred. Such termination or suspension shall be effective upon The Contractor's receipt of written notice of either suspension or termination.

3.3. **Elimination or Reduction of Funding.** In the event of an elimination or reduction of funding, for any reason, and through no fault of the Town or DHCD, this Contract may be terminated or suspended without penalty, by providing the Contractor with prior written notice of termination or suspension. Such prior written notice shall be made at least thirty (30) calendar days before the effective date of termination or suspension.

3.4. **Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond their control and without their fault or negligence. Such causes may include, but are not limited to: Acts of God, or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other

promptly of the existence and nature of such delay. Unless otherwise provided by law, or unless otherwise specified by the parties elsewhere in this Contract, the performance dates of this Contract are of the essence and important to the implementation of essential work, and continued failure by the Contractor to perform for an extended period, even for causes beyond the control of the Contractor, shall afford the Town the right to immediately terminate this Contract upon The Contractor's receipt of written notice of termination. An extended period shall be any period aggregating thirty (30) or more calendar days.

3.5. Obligation in Event of Termination or Suspension. The notice of termination or suspension from the Town or DHCD shall state the circumstances of the termination or suspension, identify any alleged breach, a reasonable period to cure any alleged breach, if applicable, and any instructions or restrictions concerning any allowable activities or costs during this notice period. If The Contractor is not in default or breach of the terms of this Contract, the Town/DHCD shall promptly pay The Contractor for such costs up until the date of termination or suspension, provided the Contractor submits invoices with any required supporting documentation, and makes every reasonable effort to minimize any such costs incurred.

4. AMENDMENTS: This Agreement may be amended provided such amendment is evidenced in writing by the signatories hereto prior to its effective date. Any authorized alternative provisions or additional terms and conditions to this Contract shall be specified in an Attachment or Amendment, and shall not replace any boilerplate language, and shall clearly and specifically establish the understanding, intent, obligations, responsibilities and expectations of the parties under this Contract.

5. NON-DISCRIMINATION: The Contractor shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 74); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive Orders 116, 143 and 227; and DHCD regulations, procedures and guidelines.

The Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, color, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to age, sex, creed, color, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

6. PROCUREMENT STANDARDS: The Contractor shall adhere to the requirements set forth in 24 CFR Part 85 and DHCD regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto, including but not limited to: Massachusetts General Laws Chapter 7, section 30B et seq.; Chapter 30, section 39M; Chapter 149, sections 44A through 44L; and Chapter 484 of the Acts of 1984. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free

and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The Contractor shall maintain records sufficient to detail the process for procurement.

7. EMPLOYMENT OPPORTUNITIES: The Contractor shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

8. FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the Contractor shall adhere to the provisions of State Executive Orders 215 and 227.

9. LABOR STANDARDS: Where applicable, The Contractor shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 and 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, The Contractor shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

10. CONFLICT OF INTEREST: The Contractor shall adhere to the mandates of the Massachusetts Conflict of Interest Statute M.G.L., c.268A, and the federal Hatch Act, 5 U.S.C., ss 1501 et seq.

11. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND DHCD REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this agreement shall be subject to and performed in accordance with the provisions of the Town's grant contract with DHCD and all its attachments (including, where relevant, Section 4.14 Flood Disaster Protection, 4.15 Historic Preservation, 4.16 Additional Environmental Requirements, 4.17 Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal regulations including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time; OMB Circular A-133 Audits of State, Local, and Non-profit Organizations; 24 CFR 570.200(j); OMB Circular A-87 Cost Principles for State and Local Government; 24 CFR Part 85 Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments (including where relevant Subpart B and C-85.20 through 85.22; 85.25; 85.30 through 85.37); all applicable State and local laws and regulations, including but not limited to those specifically stated herein; and any additional regulations, procedures or guidelines as may be established or amended by DHCD.

12. AVAILABILITY OF FUNDS: Financing assistance to be provided under this Agreement is subject to the continued availability of federal funds for the Massachusetts CDBG Program, and to the continued eligibility of the Commonwealth and the Town to receive such funds.

13. ASSIGNABILITY: The Contractor shall not assign nor in any way transfer any interest in this Agreement without the prior written consent of the Town.

14. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demand, liabilities, actions, causes of actions, costs and expenses caused by or arising out of the Contractor's breach of this agreement or the negligence or misconduct of the Contractor's agents or employees.

15. LICENSES: The Contractor shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Agreement as required by federal, state, or local laws or regulations, and shall comply with the provisions of 24 CFR Part 85 with respect to any bonding or other insurance requirements.

16. CONFIDENTIALITY: The Contractor will protect the privacy of, and respect the confidentiality of information provided by program participants, consistent with applicable federal and state regulations, including M.G.L., c.66, section 10, regarding access to public records.

17. COPYRIGHT: No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of DHCD.

18. CLOSEOUT: The Contractor shall follow such policies and procedures with respect to closeout of the grant as may be required by DHCD.